

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Maintenance Bond for the project known as Copper Chase On-Site

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: Joe Forte

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$36,030.36 for the project known as Copper Chase On-Site.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Bond #K07509352 - 180 dated 02/09/07 (KB Home Orlando LLC) in the amount of \$36,030.36 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Copper Chase On-Site.

STAFF RECOMMENDATION:

Staff recommends that the Board to approve the release of the original Water and Sewer Maintenance Bond in the amount of \$36,030.36 for the project known as Copper Chase On-Site.

ATTACHMENTS:

1. Request for Release & Copy of Bond

Additionally Reviewed By: No additional reviews



3504 Lake Lynda Drive
Suite 400
Orlando, Florida 32817
Phone: 407381-2192
Fax: 407.384-1185

www.woolpert.com

April 15, 2009

Ms. Becky Noggle
Senior Coordinator
Seminole County Environmental Services
500 W. Lake Mary Blvd.
Sanford, FL 32773

**RE: Copper Chase Maintenance Bond
Bond #K07509352-180.00
Onsite Water & Sewer**

Dear Ms. Noggle:

Woolpert, acting on behalf of KB Homes, Orlando, LLC, is in receipt of the acceptance letter for the On-Site Water and Sewer improvements for the Copper Chase development. The letter, dated March 27, 2009, stated that it was determined that no deficiencies were found by the Seminole County Water and Sewer Inspector at the time of the final walk-through.

At this time a release of the Maintenance Bond is requested. It is understood that the Bond must be released by the Board of County Commissioners through a Regular Board Session. We request that this item be placed on the next available agenda to be heard before the Board, which we understand to be the May 26th meeting.

If you have any questions, please feel free to contact me.

Sincerely,

Woolpert

Broc L. Althafer, E.I.

Cc: Jeremy Camp, KB Home, Orlando, LLC
Rick Gierok, Woolpert

ENVIRONMENTAL SERVICES DEPARTMENT



March 27, 2009

KB Homes Orlando, LLC
9201 Southpark Center Loop
Orlando, FL 32819

Re: Maintenance Bond

Project Name: Copper Chase On-Site
Bond# k07509352
Amount: \$36,030.36
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 3/25/09 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 3/25/09, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Agreement may be released as required by the Land Development Code.

Please send request for release of the Maintenance Agreement on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Chip Tyre
Sr. Utilities Inspector

c: Project File

Noggle, Becky

From: Tyre, Chip
Sent: Wednesday, March 25, 2009 8:17 AM
To: Noggle, Becky

Copper Chase Town homes have completed all punch list items from 2 year inspections.

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

9201 Southpark Center Loop

That we, KB HOME Orlando LLC whose address is Orlando, FL 32819, hereinafter referred to as "PRINCIPAL," and Westchester Fire Insurance, whose address is 1420 Fifth Ave., Seattle, WA hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," in the sum of \$ 36,030.36 (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Copper Chase-Onsite Water &, a plat of which is recorded in Plat Book 71, Page 14.15, Public Records of Seminole County, Florida; and Sewer
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WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated May 11, 2006, and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from Feb 9, 2007.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from Feb 9, 2007, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including, specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct such defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 5th day of February, 2007.

9102 Southpark Center Loop
Orlando, FL 32819

Address

[CORPORATE SEAL]

1420 Fifth Ave., Suite 2200
Seattle, WA 98101

Address

[CORPORATE SEAL]

KB HOME Orlando LLC (PRINCIPAL)

By: [Signature] (Signature)

its Vice President (Title)

Westchester Fire Insurance Company (SURETY)

By: [Signature] (Signature)

its Attorney-in-Fact

Maria Pena, Attorney-in-Fact

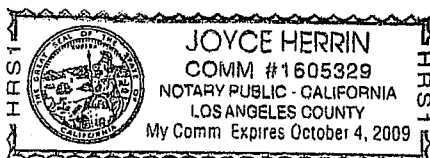
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On February 5, 2007 before me, Joyce Herrin, Notary Public, personally appeared Maria Peña personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Joyce Herrin



Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

"RESOLVED, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, as Attorneys-In-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-In-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors."

Does hereby nominate, constitute and appoint **E.S. ALBRECHT, JR., C.K. NAKAMURA, MARIA PENA, LISA L. THORNTON, TOM BRANIGAN, CLARICE LEE, K.D. CONRAD, EDWARD C. SPECTOR, MARINA TAPIA and K.D. CONRAD** all of the City of Los Angeles, State of California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars (\$25,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 3rd day of June 2005.



WESTCHESTER FIRE INSURANCE COMPANY

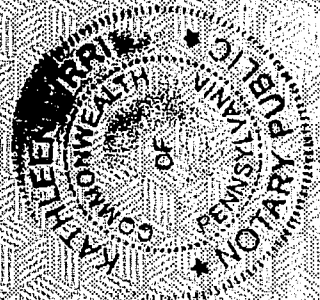
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 3rd day of June, A.D. 2005, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Kathleen Tirri

Notary Public

I, the undersigned Secretary of **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 5th day of February 2007.



George D. Mulligan

George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 3, 2007.